

EXHIBIT 10

ACCEPTANCE OF TERMS OF SERVICE

These Terms of Service ("Agreement") constitute a binding legal agreement between you, an individual, and ("PPVNetworks") regarding your use of this PPVNetworks managed website (the "Site") and the content subscription and/or on-demand service available (the "Service"). Please read this Agreement carefully. By browsing or using the Site, or registering for or using the Service, you accept this Agreement and any modifications that may be made to the Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Site or the Service.

The terms "you," "your," and "yours" refer to you, the individual using the Site or the Service. The terms "we," "us," and "our" refer to . The Site and Subscription Service Visitors to the Site may browse titles. Subscribers to the Service may, in accordance with this Agreement, stream titles, or portions of titles, to a single personal computer in accordance with the description of the applicable subscription.

Eligibility

You must be 18 years of age or older to use the Site or the Service. Use of the Site or the Service is void where prohibited. You represent and warrant that the profile information you submit is true and accurate and that you are 18 years of age or older and are fully able and competent to enter into, and abide by the terms of this Agreement. The Site and the Service are not intended for those under the age of 18. You represent and warrant that you do not find pornographic materials offensive or indecent and that you will not allow any person other than yourself to utilize your subscription.

Account Registration

You must register for and maintain a subscriber account to use the premium features of the Service. In order to subscribe, you must also enter a valid credit card number that is in your name, or that you are otherwise authorized to use. When subscribing, you must provide accurate and complete information and promptly update this information to keep it current. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your subscription and your use of the Service. Your subscription entitles you to access the Service solely for personal, non-commercial use, from a single computer or device at a time. You are solely responsible for all activities that occur through your subscription account. You must not provide your username or password to anyone else. Please notify us immediately of any unauthorized use of your account or any other breach of security or the terms of this agreement.

Fees and Payment

When you subscribe to the Service, you will incur a periodic (monthly, every 3 months, every 6 months) subscription fee at the rate currently listed on the "Add Plan" page of the Site. By subscribing to the Service, you authorize PPVNetworks to bill your credit card during the registration process to charge the credit card identified by you (which you represent and warrant that you are authorized to use) all applicable fees for your subscription and any other purchases (ie. downloads) you make from PPVNetworks during the term of your subscription, in United States dollars. Your subscription will automatically renew for the length of time and at the then-current rate that is posted on the "Add Plan" page of the Site for the plan you chose. You authorize PPVNetworks to charge your credit card for the ongoing monthly subscription fees unless you cancel your subscription.

Expired or Refused Credit Card and Other Billing Issues

If PPVNetworks does not receive payment for your subscription for any reason, the balance will be due in full immediately and PPVNetworks will suspend the premium features on your account. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, purchases, rentals, overdraft, insufficient funds, and over the credit limit fees. PPVNetworks may attempt to collect a delinquent balance for up to 6 months, after which, the account may be sent to a collection agency.

Merchant Credit Card Processing

This site is owned and run by PPVNetworks. Customers will be billed by PPV Bill, 228 Park Avenue South, Unit 40543, New York, NY 10003, USA. The descriptor that appears on credit card statements is "PPVBILL".

Restrictions

You must comply with all applicable laws when using the Service. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) reproduce, distribute, prepare derivative works of, publicly perform, or use for any commercial purpose any content, or any portion of content, that is available on the Service or utilize any tool or content furnished by PPVNetworks through the Service for any purpose other than your personal end use; (b) use any automated tool to use the Service; (c) make available your access to the Service to another person; (d) circumvent or disable any digital rights management, usage rules, or other security features of the Site or Service; (e) use the Site or Service in a manner that threatens the integrity, performance, or availability of the Site or Service; or (f) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site, Service, or content that you download via the Service.

Modifications to the Service

PPVNetworks reserves the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. Without limiting the generality of the foregoing, PPVNetworks reserves the right to remove content from the site and from the scope of the Service without notice, to edit or delete any user generated content or to discontinue any feature allowing user generated content. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or any feature thereof.

Term and Termination

Your subscription renews as per the terms of your plan unless you cancel it or unless PPVNetworks terminates your account as provided by under this Agreement. You may terminate your subscription at any time via the My Membership page when you log in to the Service. When you cancel your subscription, your account will terminate immediately. If you wish to use all of your available membership then be sure to cancel a day before your subscription terminates. Termination of your subscription in no way affects your right to use the content you have already downloaded or your right to use the content you have already downloaded.

your right to use the Site and the Service. Your subscription is your sole responsibility and you shall indemnify and hold us harmless with respect to any claims or disputes with respect to your subscription, the Site, the Service, or this Agreement. We may terminate your account at any time for any reason by providing you with notice in any reasonable manner, including via email and via notices posted on the Service. Your rights under this Agreement will terminate automatically if you breach any part of this Agreement.

You will remain liable for all fees incurred during your subscription, even after your subscription is terminated. PPVNetworks reserves the right to maintain your account in an active past due state if there is an uncollected balance. PPVNetworks is not liable for any loss of data or any other information caused by any termination of your subscription. Please see "Disclaimer of Warranties" and "Limitation of Liability" below.

Ownership

We, our licensors, studio partners and independent producers, own all right, title, and interest, including all intellectual property rights, in and to the Site, the content on the site and the Service. Except for the limited license described in "The Site and Subscription Service" above, no other rights are granted, either express or implied, to you.

As part of your subscription, you will have the ability to generate certain content through use of the site. We may add additional features that allow you to generate content in the future. You acknowledge and agree that you are not required to generate any content in order to use the Service. PPVNetworks shall in its sole discretion have the right to edit or delete any content generated by you. PPVNetworks may use any content generated by you for any purpose, commercial or otherwise, in its discretion, to promote the Service. PPVNetworks reserves the right to discontinue any features that allow the creation of user generated content at any time, without notice and further reserves the right to curtail or suspend your ability to generate user generated content at any time, without notice.

You represent and warrant to PPVNetworks that in generating any content in connection with the Service, you will not generate any content that violates the intellectual property rights or other rights of any third party. You agree to indemnify and hold PPVNetworks harmless for all claims made against PPVNetworks in respect of violations by you of the foregoing representation and warranty. Users must agree to Publishing Rules of this site with regard to all user generated content.

Copyright Infringement

PPVNetworks respects the intellectual property rights of others. If you believe that your work is available on the Site or Service in a way that constitutes copyright infringement, please visit the DMCA page on this site for more information. Users can report any content on the Site for suspected violations of Copyright and it will be immediately removed and subsequently reviewed.

Unauthorized Use of Content

Content on this site may be licensed from VideoApp Inc, who in turn has ownership and/or agreements with the respective producers.

Using high-tech digital countermeasures, Video App polices the internet for illegal unauthorized use of content.

While Video App is entitled to monetary damages from the infringing party under 17 U.S.C. Section 504, Video App believes that it may be advantageous to settle these matters without the need of time-consuming and costly litigation.

Violators will be notified and asked to cease and desist within 72 hours, and to remove all unauthorized content from the internet. Failure to comply may incur further violations.

Feedback

If you provide feedback to us regarding the Site or the Service ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us perpetual and irrevocable license to use the Feedback for any purpose.

Disclaimer of Warranties

YOUR USE OF THE SITE OR THE SERVICE, AND YOUR USE OF THE PAYMENT PROCESSOR YOU CHOOSE TO PAY FOR YOUR SUBSCRIPTION, IS AT YOUR SOLE RISK. THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PPVNetworks EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE OR SERVICE, AND YOU RELY ON THE SITE OR SERVICE AT YOUR OWN RISK. ANY CONTENT TRANSMITTED TO YOU THROUGH YOUR USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT RESULTS FROM THE TRANSMISSION OF ANY CONTENT THROUGH THE SITE OR SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PPVNetworks OR THROUGH OR FROM THE SITE OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

PPVNETWORKS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PPVNETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SITE OR SERVICE OR YOUR USE OF THE PAYMENT PROCESSOR YOU CHOOSE TO PAY FOR YOUR SUBSCRIPTION. UNDER NO CIRCUMSTANCES WILL PPVNetworks'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF THE AMOUNT PAID BY OR ON BEHALF OF YOU TO PPVNETWORKS IN THE 12 MONTHS PRECEDING THE EVENT FROM WHICH THE CLAIM AROSE, OR \$50. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PPVNetworks TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL

Indemnity

You will defend, indemnify and hold PPVNetworks, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any lawsuits, claims, costs, damages, expenses, and liability arising out of your use of the Site, Service, or your violation of this Agreement.

Links to Third Party Sites

The Site may contain links to sites that are controlled by third parties. Those linked sites are not controlled by PPVNetworks and you acknowledge that PPVNetworks is not responsible for any content on any linked site. PPVNetworks provides links as a convenience only, and the inclusion of any link does not imply endorsement by PPVNetworks of any linked site.

Updates to this Agreement

We may occasionally update this Agreement. When we do, we will revise the "last updated" date on the Agreement, and you may view the most current version here. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Site or to subscribe to the Service, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and PPVNetworks regarding the Site and the Service.

General Legal Notices

PPVNetworks's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. PPVNetworks will have no liability to you for any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, internet outages, computer virus, acts of god, war, governmental action, or any other cause that is beyond PPVNetworks's reasonable control.

By using the Service, you consent to receiving electronic communications from PPVNetworks. These communications will include notices about your subscription and information concerning or related to the Service. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

This Agreement is governed by the laws of the Nevis, excluding conflicts of law principles. Any legal actions against us must be commenced within one year after the claim arose. You irrevocably consent to the exclusive jurisdiction of the courts located in Nevis.

Contacting PPVNetworks

If you have any questions or concerns about this Agreement or the Site or Service, please send us a thorough description by email to support@videoapp.net.